

## ADMINISTRATIVE REPORT

**DATE:** May 18, 2023  
**TOPIC:** #6.8 - Approval of Agreement with Intermediate District 916 to provide special education and related services  
**PRESENTER:** Anna Braun, Director of Special Services

### A. PURPOSE OF REPORT

- a. This agreement continues our partnership with Intermediate District 916 to providing our Federal Setting IV programming and itinerant services such as : Vision, Orientation and Mobility, Interveners and Interpreters.

### B. RECOMMENDATION

- a. Approval



## **Agreement To Provide Special Education and Related Staffing**

This Agreement is made and entered into by and between the Northeast Metropolitan Intermediate School District No. 916 ("Northeast Metro 916") and Independent School District No. 833 ("School District") on this 1<sup>st</sup> day of July 2023, for the purpose of Northeast Metro 916 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.

WHEREAS, Northeast Metro 916 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Northeast Metro 916; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Northeast Metro 916 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Northeast Metro 916 is willing and has the authority to enter into an Agreement to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND NORTHEAST METRO 916 AS FOLLOWS:

### **I. School District Obligations**

1. The School District shall be solely responsible for ensuring that appropriate special education and/or related services are made available to its resident students.
2. The School District shall submit any requests for educational and related services for its students in writing in any format, including electronic. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
3. The School District shall be responsible to pay, on a timely basis, any and all invoices submitted by Northeast Metro 916 for the services it provides on behalf of the School District.
4. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this Agreement, such as MARSS reporting.
5. The School District shall provide supervision of Northeast Metro 916 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures,

although the Northeast Metro 916 employees shall remain employees only of Northeast Metro 916. The School District shall notify Northeast Metro 916 of any known non-compliance by Northeast Metro 916 employees with such School District procedures.

6. The number of days in this contract shall be determined by the Northeast Metro 916's employee's labor agreement subject to the School District's pro rata share of the FTE assignment.

## II. Northeast Metro 916 Obligations

7. Northeast Metro 916 shall provide special education and/or related services as requested by the School District with appropriately licensed Northeast Metro 916 employees. Northeast Metro 916 shall be responsible for STAR reporting requirements relating to the staffing provided the School District.
8. The individuals assigned to provide special education and/or related services at the School District by Northeast Metro 916 shall be Northeast Metro 916 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Northeast Metro 916, according to applicable Northeast Metro 916 employment agreements, Northeast Metro 916 policies and procedures and any applicable state or federal laws or regulations.
9. Despite the preceding language, the parties expect that the School District shall provide site supervision of the Northeast Metro 916 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Northeast Metro 916 employees assigned to work at the School District shall abide by any and all School District procedures of which s/he is notified.
10. Northeast Metro 916 shall set staffing reimbursement rates for the special education and related services it provides at the School District and shall issue billing invoices quarterly, consistent with the Northeast Metro 916 billing cycle. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
11. This Agreement shall not be construed to give rise to any employment relationship between the School District and any Northeast Metro 916 employee assigned to work at the School District.

## III. Transportation of Students

Student transportation shall be provided and paid for by the School District, as required by state and federal laws.

## IV. Data Practices

Nothing in this Agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the parties in performing functions under this Agreement

is subject to the requirements of the MGDPA and FERPA and the parties must comply with those requirements.

#### V. Insurance and Liability

Nothing in this Agreement shall constitute a waiver of the rights, privileges and benefits to which either party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Northeast Metro 916 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Northeast Metro 916 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this Agreement, in an amount and of a nature consistent with each party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.

#### VI. Term and Cancellation

This Agreement shall commence on the date indicated below and shall remain in effect through June 30, 2024, unless Northeast Metro and the School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this Agreement shall be sent to:

For Northeast Metro 916:

Assistant Superintendent of Specialized Services  
Northeast Metro 916  
2540 East County Road F  
White Bear Lake, MN  
55110

For The School District:

Director of Special Services  
South Washington County Independent School District No. 833  
7362 East Point Douglas Road South  
Cottage Grove, MN  
55106

#### VII. Renewal

The parties to this Agreement may renew this Agreement if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the Agreement or any subsequent renewal period, subject to the same terms and conditions as this Agreement, or as otherwise mutually agreed upon.

VIII. Assignment

Neither party to this Agreement shall assign, delegate or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

X. Amendments

This Agreement may be amended during the term of this Agreement and may only be amended in writing by the mutual agreement of the parties.

XI. Entire Agreement

This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein.

IN WITNESS WHEREOF, Independent School District No. 833 and Northeast Metropolitan Intermediate School District No. 916 have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**INDEPENDENT SCHOOL DISTRICT NO. 833**

\_\_\_\_\_  
School Board Chairperson

Date: \_\_\_\_\_

*Anne Braun*  
\_\_\_\_\_  
Director of Special Services

Date: 4/18/23

**NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916**

*Marilyn Goshberg*  
\_\_\_\_\_  
School Board Chairperson

Date: 4/5/2023

*Dan Nudis*  
\_\_\_\_\_  
Assistant Superintendent of Specialized Services

Date: 3/31/23